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18-08

A G R E E M E N T

between the

BOARD OF EDUCATION OF THE TOWNSHIP OF FRANKLIN

and the

FRANKLIN TOWNSHIP BUS DRIVERS ASSOCIATION

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ARTICLE I

RECOGNITION

Pursuant to the provisions of Chapter 303 of the Laws of 1968, the Franklin Township Board of Education hereby recognizes the Franklin Township Bus Drivers Association as the majority representative and as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for the following personnel whether under contract, whether working on a full-time or part-time basis, now employed or as may be hereafter employed by the Board:

Bus Drivers

Van Drivers

ARTICLE II

GRIEVANCE PROCEDURE

A. Definitions:

1. Grievance procedures are means by which employees may appeal the interpretation, application or violation of policies, agreements and administrative decisions affecting them.
2. A grievant is the person or persons making the claim.
3. A "grievance" is defined to mean a claim by an employee that there has been to him or her a misapplication, violation or misinterpretation of policies, agreements or administrative decisions.

B. Purpose:

1. The purpose of this procedure is to secure equitable and proper solutions to grievances at the lowest possible level.

C. Procedure:

1. Any employee shall have the right to appeal the application of policies, the agreement, and administrative decisions affecting him through the grievance procedure within thirty (30) calendar days of the event, or thirty (30) calendar days from the time the employee should have known of the event.
2. The parties agree that in presenting his grievance, the grievant shall be assured freedom from coercion.
3. The individual has the right to either represent himself in the grievance procedure or in the alternative, use a representative selected or approved by the Association or a representative selected and approved by himself. Whenever an employee is not represented by the Association, the Association shall have the right to be present commencing with Step 2, and all subsequent steps, and present its position in writing.
- 3a. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following year, could result in irreparable harm to a grievant, the time

ARTICLE II

GRIEVANCE PROCEDURE (continued)

limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

4. STEP 1. If a grievant has a problem, he should first discuss the problem informally with his immediate supervisor, who will attempt to resolve it. The superior will be allowed seven (7) calendar days to study the problem before giving the grievant his determination.
5. STEP 2. If the grievance is not resolved by the respective superior to the satisfaction of the grievant in STEP 1, the grievant has seven (7) calendar days in which to put his grievance in a formal statement. The written statement of the grievant shall contain:
 - a. The nature of the grievance and the date of the event.
 - b. A citation of the alleged specific violation of the Agreement.
 - c. The relief sought.

This would be sent to the superior with whom he had the informal conference. A formal hearing will then be held with the grievant by his superior. The superior's decision must be rendered in writing within seven (7) days of the receipt of the formal complaint.

6. STEP 3. If dissatisfied with the action taken at the first and second steps, the grievant may within (7) calendar days appeal the complaint to the Superintendent of Schools. A written report from the person or persons to whom the appeal has been previously made shall be submitted with the appeal of the employee. The Superintendent of Schools or his designated representative shall have fourteen (14) calendar days for the purpose of holding a hearing, reviewing the formal complaint and rendering a decision in writing.
7. STEP 4. If the individual is dissatisfied at this Step, the grievant may, within seven (7) calendar days appeal in writing directly to the Board of Education through the Board Secretary. A copy shall be concurrently sent to the Superintendent. The Board of Education

ARTICLE II

GRIEVANCE PROCEDURE (continued)

shall hold a hearing with the grievant and shall render a decision within thirty (30) calendar days after receipt of the complaint.

8. STEP.5. Within ten (10) days thereafter, if the grievant is not satisfied with the disposition of this grievance at Level 4, an arbitrator shall be selected according to the rules of the American Arbitration Association. The decision of the arbitrator shall be advisory and presented in writing to all parties of interest.
9. The Board and the Association agree that each will give serious consideration to the recommendations of the Arbitrator. The intent of the Arbitrator's decision will be considered in resolution of the grievance.
10. Costs of arbitration shall be subject to the following:
 - a. Each party shall bear the total cost incurred by themselves.
 - b. The fees and expense of the arbitrator are the only costs which shall be shared equally by the two parties except for the filing fee which shall be borne by the moving party.
 - c. If time is lost by any employee due to arbitration, proceedings necessitating the retention of a substitute, the Board shall pay the cost of the substitute. The time lost by the employee shall either be without pay or charged to personal time unless the Board alters its disposition from Step 4 as a result of advisory arbitration.

D. Miscellaneous Section:

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employees to proceed to the next step.
2. Failure at any step of this procedure to communicate the decision on a grievance to the grievant within the specified time limit shall permit the grievant to proceed to the next step. Failure at any step of this proceeding to appeal the grievance to the next step within the specified time shall be deemed evidence of forfeiture of the right to process the grievance at a higher level.
3. When an employee is not represented by the Association, the Association shall have the right to be present and to state its view at all stages of the grievance procedure.
4. If in the judgment of the Association a grievance affects a group or class of employees, the Association may submit such grievance in writing, to the Superintendent directly and the processing of such grievance shall be commenced at Step 3.

ARTICLE III

EMPLOYEE RIGHTS

1. No employee will be discharged except for just cause.
2. An employee can be discharged for excessive absenteeism, intoxication, theft, insubordination, unsatisfactory work performance including legal violations, unreliability, or any other just cause..
3. Probationary employees may resign or can be terminated at any time during their 90-day probationary period.
4. Two weeks notice of cancellation of contract shall be given by the Franklin Township Board of Education to contract Bus or Van Drivers. Bus and Van Drivers shall also give two weeks notice to the Transportation Supervisor should they wish to be released from contract with the Franklin Township Board of Education.

ARTICLE IV

HIRING PRACTICES

The Franklin Township Board of Education will not hire nor retain persons who are not fully licensed and qualified for the job they accept.

The Transportation Supervisor shall have the authority to stipulate a time in which a license must be obtained, and is also authorized to recommend termination of an employee who does not comply with this stipulation in the designated time.

ARTICLE V

DEFINITION OF FULL-TIME AND PART-TIME

BUS/VAN DRIVERS

A full-time Bus or Van Driver is defined as a regular employee of the Franklin Township Board of Education who possesses all of the following qualifications:

1. Holds an appropriate and current New Jersey license for the position for which they have been appointed.
2. Has been assigned a specific route or routes for which he is responsible on a daily basis throughout the school year.
3. Works a minimum total of six hours daily.

Personnel meeting these requirements shall be entitled to all such terms and conditions as have been granted to full-time Bus or Van Drivers under the terms and conditions of this Agreement.

Part-time Bus Drivers or Van Drivers are defined as intermittent employees who none-the-less possess all of the following qualifications:

1. Holds an appropriate and current New Jersey license for the position in which they are to be used; or are a bonafide applicant for such license and the law will permit them to operate a vehicle.
2. Have been assigned a specific route or routes on a daily basis for which they are responsible only for a specified number of hours or days.
3. Are serving a probationary period, or are working on a substitute basis only.

Personnel meeting these requirements only are to be compensated on the basis of the established hourly rate times the number of hours assigned and duly approved by the Transportation Officer. No other benefits either expressed or implied, are granted to employees so classified.

ARTICLE VI

HOURS OF WORK

Bus or Van Drivers who are regular full-time employees shall work the number of hours specified. Should a run be cancelled or shortened for any reason whatsoever, then it shall be at the discretion of the Transportation Supervisor to make whatever changes are deemed necessary to insure that the Driver is working the number of hours specified in the contract.

Bus or Van Drivers assigned to the transportation of students to and from Franklin Township schools shall work according to the scheduled number of hours specified.

Bus or Van Drivers assigned to the transportations of students to and from schools other than the Franklin Township Public Schools shall adhere to the School Calendar compiled by the respective school.

ARTICLE VII

TIMING OF RUNS, CHOICE OF RUNS, FIELD TRIPS

The timing of fixed runs shall be agreeable to both the Board of Education and the Franklin Township Bus Drivers Association.

Runs shall be assigned by the Transportation Supervisor by seniority based upon openings available as of September 1. Any new runs open thereafter, or runs available because of a vacancy, shall be assigned in order of seniority. A seniority list has been drawn up by the Transportation Supervisor.

Field trips will be assigned on a rotating basis starting with the senior person. Refusals will be skipped over until their turn comes again. Part-time personnel shall also be eligible for field trips but shall not drive a Bus unless properly licensed for same.

Drivers shall be given three days notification of upcoming trips whenever possible. The driver must notify the Transportation Supervisor twenty-four hours in advance if unable to make trip.

All runs that can be done by Board buses will be done by Board buses and Board drivers. The Board of Education reserves the right to assign any emergency transportation.

ARTICLE VIII

SICK LEAVE, PERSONAL LEAVE, DEATH IN FAMILY

1. Sick Leave

Sick Leave will be granted to contract Bus/Van Drivers on the basis of ten (10) days (based on daily contract rate) for ten-month contract employees. Sick leave is defined to mean absence of the employee because of personal disability due to illness or injury.

If any person requires in any school year less than the specified number of days of sick leave with pay allowed, all days of such sick leave not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years.

The total number of daily sick leave hours shall be determined by the actual number of hours assigned daily for regular routes for the school year 1973-74 in effect on October 15, 1973. The minimum number of hours paid for a day's sick leave shall be six (6), with a maximum of eight (8) hours.

A review will be made of a bus driver's assignment after October 15, 1973 upon request of the driver, to determine eligibility for payment of hours, for sick leave beyond the minimum of six (6) hours.

2. Personal Leave

Contract employees are eligible to receive one day personal leave per school year. Application should be made to the Transportation Supervisor in advance, when possible, and approved by the Superintendent of Schools. No personal leave day shall be granted immediately before or after a holiday or holidays. An application received more than a week after the absence shall not be approved as personal leave.

3. Death in Family

Temporary leaves of absence for death in family will be granted to Bus/Van Drivers under contract on the following basis:

Death in the immediate family: five days leave with pay includes: Spouse, father, mother, sister, brother, son, daughter, mother-in-law, father-in-law, or any member of the family living in the household of the employee.

ARTICLE IX

HOLIDAYS

Full-time Bus/Van Drivers shall receive three paid holidays as designated by the Superintendent of Schools and these will be added to the contracts for the 1973-75 school years.

ARTICLE X

SALARIES

The Bus/Van Drivers rate per hours shall be \$3.50 for all Bus or Van Drivers, full-time or part-time, employed by the Franklin Township Board of Education during the 1973-74 school year, and \$3.70 for the 1974-75 school year. The contract salaries for full-time or part-time Bus/Van Drivers shall be computed on this hourly rate.

ARTICLE XI

INCLEMENT WEATHER (snow, ice, etc.)

When schools are closed for inclement weather by the Superintendent of Schools, Drivers will listen for the 6:00 a.m. radio announcement, or be advised via telephone by 6:30 a.m. by the Transportation Supervisor or his designated representative.

Should the announcement of school closing not be given on designated radio stations by 6:30 a.m., or should drivers not be called advising them of closing prior to 6:30 a.m., the drivers who report shall be eligible for two (2) hours pay at the approved hourly rate.

Whenever the delayed school opening schedule is put into effect, all full-time drivers will receive a minimum of six (6) hours pay.

ARTICLE XII

ROAD MAPS

Detailed road maps, showing all areas travelled by Board of Education vehicles shall be distributed and maintained as part of the equipment provided in all buses or vans.

ARTICLE XIII

PHYSICAL EXAMINATIONS

Annually, all employees under contract shall be given a physical examination by either the School Physician or their personal physician prior to the opening of school.

Scheduling of examinations by the School Physician must be done through the Transportation Supervisor.

An allowance of up to \$15.00 toward the cost of a physical examination will be granted to employees desiring to be examined by their personal physician.

ARTICLE XIV

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1973, and shall continue in effect until June 30, 1975.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

In witness whereof the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, all on the day and year first above written.

FRANKLIN TOWNSHIP BOARD OF EDUCATION

BY *John H. Smith* BY *Raymond W. Menard*
Secretary President

FRANKLIN TOWNSHIP BUS DRIVERS ASSOCIATION

BY *John H. Smith* BY *Robert L. Fitch*
Secretary President